

EXHIBIT E

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ELECTRIC SOLIDUS, INC. d/b/a
SWAN BITCOIN, a Delaware
corporation,

Plaintiff,

v.

PROTON MANAGEMENT LTD., a
British Virgin Islands corporation;
THOMAS PATRICK FURLONG; ILIOS
CORP., a California corporation;
MICHAEL ALEXANDER HOLMES;
RAFAEL DIAS MONTELEONE;
SANTHIRAN NAIDOO; ENRIQUE
ROMUALDEZ; and LUCAS

Case No. 2:24-cv-8280-MWC-E

**INDIVIDUAL DEFENDANTS
THOMAS PATRICK FURLONG,
ILIOS CORP., MICHAEL
ALEXANDER HOLMES, RAFAEL
DIAS MONTELEONE,
SANTHIRAN NAIDOO, ENRIQUE
ROMUALDEZ, AND LUCAS
VASCONCELOS'S OBJECTIONS
AND RESPONSES TO
PLAINTIFF'S FIRST
INTERROGATORIES TO
DEFENDANTS**

1 VASCONCELOS,

2 Defendants.

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Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the United States District Court for the Central District of California's Local Rules, Defendants Thomas Patrick Furlong, Michael Alexander Holmes, Ilios Corp. ("Ilios"), Rafael Dias Monteleone, Santhiran Naidoo, Enrique Romualdez and Lucas Vasconcelos (the "Individual Defendants") hereby object and respond ("Responses") to Plaintiff Electric Solidus, Inc., d/b/a Swan Bitcoin's ("Swan" or "**Plaintiff**") First Set of Interrogatories ("Interrogatories"), dated February 14, 2025.

PRELIMINARY STATEMENT

Individual Defendants have prepared these Responses based on their good faith understanding of each of the Interrogatories, and based upon their reasonable investigation to date. Individual Defendants reserve their right to correct any errors or omissions and to revise the Response as a result of discussions or agreements with Plaintiff about the scope of the Interrogatories. By answering these Interrogatories, Individual Defendants do not admit that any of the allegations in the Action are accurate or sufficient to state any claims. No other incidental or implied admissions are intended by the Response.

Individual Defendants do not waive or intend to waive any objections that they may have regarding the use of any information provided and/or documents produced, and Individual Defendants expressly reserve the right to: (a) object to Plaintiff's use of any documents and/or information provided on the ground of inadmissibility; and (b) object on any and all proper grounds, at any time, to any other discovery involving or relating to any documents and/or information produced. No incidental or implied admissions are intended by the Responses set forth herein.

These Responses are made solely for the purpose of this action. Nothing herein shall be construed as an admission respecting the admissibility or the relevance of any facts, documents, or information, as an admission that documents or information exist, or as an admission as to the truth or accuracy of any

1 characterization or assertion contained in any Interrogatory. Each Response is
2 subject to all objections as to competence, relevance, materiality, privilege, propriety,
3 and admissibility, and any and all other objections on grounds that would require the
4 exclusion of any statement herein if any of the Interrogatories were asked of, or
5 statements contained herein were made by, a witness present and testifying in court,
6 all of which objections and grounds are reserved and may be interposed at the time
7 of trial.

8 **GENERAL OBJECTIONS**

9 The following General Objections are hereby incorporated by reference into
10 each and every specific Response set forth below. From time to time, a specific
11 Response may repeat a General Objection for emphasis or on some other basis. The
12 omission of any General Objection in any specific Response is not intended to be and
13 should not be construed as a waiver or limitation of any General Objection to that
14 Response. The inclusion of any specific objections in the Responses below is not
15 intended as, nor shall it in any way be deemed, a waiver of any General Objection or
16 of any specific objection made herein or that may be asserted at another date. Each
17 General Objection to the Interrogatories applies to each and every Interrogatory.

18 These Responses and any documents produced by Individual Defendants are
19 based upon information and writings available to and located by Individual
20 Defendants and its attorneys as of the time of service of these Responses. Individual
21 Defendants reserves the right to rely on any facts, documents, or other evidence that
22 may develop or subsequently come to its attention.

23 1. Individual Defendants object to the Interrogatories, as well as each of
24 Plaintiff's Instructions and Definitions, as vague, overly broad, unduly burdensome,
25 oppressive, duplicative of other discovery, and beyond the proper scope of discovery.

26 2. Individual Defendants object to the Interrogatories, as well as each of
27 Plaintiff's Instructions and Definitions, to the extent they seek to impose obligations
28 on Individual Defendants that are inconsistent with and/or beyond the scope of those

1 imposed or authorized by the Federal Rules of Civil Procedure, the Central District
2 of California's Local Rules, and/or any other applicable statutes, rules, regulations or
3 orders.

4 3. Individual Defendants object to the Interrogatories, as well as each of
5 Plaintiff's Instructions and Definitions, to the extent they seek documents and/or
6 information protected by the attorney-client privilege, work product doctrine, the
7 common interest privilege, right to privacy, or other applicable privilege, protection,
8 or doctrine. Individual Defendants will not construe the Interrogatories as seeking
9 any such documents and/or information, and none will be provided. Any disclosure
10 of such documents and/or information is inadvertent, is not intended to, and does not
11 constitute a waiver of the privilege or protection.

12 4. Individual Defendants object to the Interrogatories, as well as each of
13 Plaintiff's Instructions and Definitions, to the extent they seek documents and/or
14 information that are readily available to Plaintiff through public sources and records,
15 do not exist, or are not reasonably available to or within Individual Defendants'
16 knowledge, possession, custody, or control.

17 5. Individual Defendants object to the Interrogatories, as well as each of
18 Plaintiff's Instructions and Definitions, to the extent that they seek information
19 and/or documents about subjects that are irrelevant to the subject matter of this action
20 and/or not reasonably calculated to lead to the discovery of admissible evidence.

21 6. Individual Defendants object to the Interrogatories, as well as each of
22 Plaintiff's Instructions and Definitions, to the extent that the burden, expense, or
23 intrusiveness of each Interrogatory clearly outweighs the likelihood that the
24 documents and/or information sought will lead to the discovery of admissible
25 evidence.

26 7. Individual Defendants object to the Interrogatories, as well as each of
27 Plaintiff's Instructions and Definitions, to the extent that they call for an improper
28 legal conclusion. The Responses by Individual Defendants shall not be construed as

1 providing a legal conclusion concerning the meaning or application of any terms or
2 phrases used in Plaintiff's Interrogatories.

3 8. Individual Defendants object to the Interrogatories, as well as each of
4 Plaintiff's Instructions and Definitions, to the extent that they purport to characterize
5 the pleadings, claims, defenses, or factual matters in or involving this case.

6 9. Individual Defendants object to the Interrogatories, as well as each of
7 Plaintiff's Instructions and Definitions, to the extent that they seek disclosure of
8 confidential, personal, and/or private information, or information that is protected
9 from disclosure by law, including, but not limited to, privacy laws, court orders, or
10 any agreements with respect to confidentiality or nondisclosures.

11 10. Individual Defendants object to the Interrogatories, as well as each of
12 Plaintiff's Instructions and Definitions, to the extent they seek the creation of
13 documents or data compilations that do not exist or are not ordinarily kept in the
14 normal course of business.

15 11. Individual Defendants object to the Interrogatories, as well as each of
16 Plaintiff's Instructions and Definitions, to the extent they seek "any" or "all"
17 documents and/or information on the grounds that such Interrogatories are unduly
18 burdensome and not consistent with Individual Defendants' duties and
19 responsibilities under the Federal Rules of Civil Procedure, the United States District
20 Court for the Central District of California's Local Rules, and/or any other applicable
21 statutes, rules, regulations or orders. Subject to all of the objections herein, if
22 discovery in this Action proceeds, Individual Defendants will conduct a reasonable
23 and diligent search in good faith to discover and identify the relevant and material
24 facts and/or information properly sought by the Interrogatories.

25 12. Individual Defendants' Responses are made without in any way waiving
26 or intending to waive, but rather are made preserving and intending to preserve:

- 27 a. The right to object on any ground whatsoever to the production into
28 evidence or other use of the Responses contained herein at any trial,

1 arbitration, mediation, or any other proceeding in this matter or in
2 any other action;

3 b. The right to object on any ground whatsoever at any time to any
4 demand for further responses to the Interrogatories; and

5 c. The right to provide supplemental responses to the Interrogatories or
6 otherwise to supplement, revise, or explain the information
7 contained in the Responses and the testimony given in response to
8 the Interrogatories in light of information gathered through further
9 investigation and discovery.

10 13. Individual Defendants object to these Interrogatories to the extent that
11 they seek information that is protected from disclosure by international law,
12 including but not limited to the European Union's General Data Protection
13 Regulation ("GDPR").

14 14. Individual Defendants object to these Interrogatories insofar as they
15 have not been properly served. Federal Rule of Civil Procedure 33 states that a party
16 "must serve its answers and any objections within 30 days after being served." Fed.
17 R. Civ. P. 33(b)(2). Federal Rule of Civil Procedure 5(b)(2) provides that service
18 can be completed, among other ways, by a method agreed on by the parties, or by
19 "sending it to a registered user by filing it with the court's electronic-filing system."
20 Fed. R. Civ. P. 5(b)(2)(E), (F). However, United States District Court Central District
21 of California's Local Rule 79-5.3 provides that "[f]iling a document under seal does
22 not exempt the filer from the service requirement" and that when filing under seal,
23 the filer cannot rely on the Court's CM/ECF System to effect service as provided in
24 Local Rule 5-3.2.1. Accordingly, as these Interrogatories were filed under seal, and
25 the documents have not been sent via email to the Individual Defendants—contrary
26 to Swan's representation to the Court from Stacylyn M. Doore that "a copy of [the
27 Interrogatories] was served via electronic mail to counsel for Defendants" (ECF. No.
28 115-2 at 11)—these Interrogatories have not been served (via email, CM/ECF, or any

1 other means) and the Individual Defendants are providing this Response as a
2 courtesy.

3 15. Individual Defendants object to these Interrogatories on the grounds that
4 they are made in breach of the agreement to arbitrate “any and all disputes” between
5 the Individual Defendants on one hand, and Swan on the other ((ECF No. 101, Exs.
6 A-F) “Consulting Agreements”), which provide:

7 CONSULTANT AGREES THAT ANY AND ALL
8 CONTROVERSIES, CLAIMS, OR DISPUTES . . . ARISING OUT
9 OF, RELATING TO, OR RESULTING FROM CONSULTANT’S
10 CONSULTING OR OTHER RELATIONSHIP WITH THE
11 COMPANY OR THE TERMINATION OF CONSULTANT’S
12 CONSULTING OR OTHER RELATIONSHIP WITH THE
13 COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT,
14 SHALL BE SUBJECT TO BINDING ARBITRATION.

15 Consulting Agreements § 12.A (formatting in original). They further state:

16 **CONSULTANT AGREES TO ARBITRATE ANY AND ALL . . .**
17 **CLAIMS . . . , INCLUDING, BUT NOT LIMITED TO, . . .**
18 **CLAIMS RELATING TO . . . [THE] RELATIONSHIP WITH**
19 **THE COMPANY, AND CLAIMS OF BREACH OF CONTRACT,**
20 **. . . CONSULTANT ALSO AGREES TO ARBITRATE ANY**
21 **AND ALL DISPUTES ARISING OUT OF OR RELATING TO**
22 **THE INTERPRETATION OR APPLICATION OF THIS**
23 **AGREEMENT TO ARBITRATE. . . . THIS AGREEMENT TO**
24 **ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE**
25 **COMPANY MAY HAVE WITH CONSULTANT.**

26 *Id.* at § 12.A (underline emphasis added). The Consulting Agreements also state that:

27 **EXCEPT AS PROVIDED BY THIS AGREEMENT, ARBITRATION**
28 **SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR**

1 ANY DISPUTE BETWEEN CONSULTANT AND THE COMPANY.
2 ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THIS
3 AGREEMENT, NEITHER CONSULTANT NOR THE COMPANY
4 WILL BE PERMITTED TO PURSUE COURT ACTION
5 REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

6 *Id.* at § 12.C. No provision in the agreement exempts Swan from the arbitration for
7 any purpose other than to seek temporary injunctive relief in aid of arbitration, and
8 there is no provision permitting Swan to obtain any discovery, plenary or in aid of
9 arbitration, as set forth in the Individual Defendants' Motion to Compel Arbitration,
10 and in the alternative, Motion to Dismiss (ECF Nos. 122 and 150). Swan propounds
11 these Interrogatories in derogation of Individual Defendants' rights under the
12 Consulting Agreements. Individual Defendants reserve all rights relating to Swan's
13 breach of the Consulting Agreements. *Id.* at § Section 12.D.

14 16. Individual Defendants object to these Interrogatories on the grounds that
15 the Interrogatories bear no relation to temporary injunctive relief in aid of arbitration,
16 the only potential form of discovery that may be allowed under the Consulting
17 Agreements in this Court, and that further no arbitration is pending as to them. These
18 Interrogatories are accordingly overly broad, unduly burdensome, oppressive, and
19 beyond the proper scope of discovery.

20 17. Individual Defendants object to these Interrogatories on the grounds that
21 the threshold issue as to Swan's ownership of any alleged trade secrets or
22 Confidential Information is to be determined in accordance with the law of England
23 and Wales and exclusively in the courts of England and Wales. *See* ECF. No. 124-1
24 at 5 ("Motion to Stay"). As a result, discovery surrounding Swan's alleged trade
25 secrets or Confidential Information is premature and should not be litigated in the
26 above-captioned matter.

27 18. Individual Defendants object to these Requests on the grounds that the
28 threshold issue as to personal jurisdiction of this Court of Proton Management Ltd.

1 is challenged and yet to be established. *See* ECF. No. 121 at 5 (“Motion to Dismiss”).
2 As a result, these Requests are premature to the extent they concern Proton
3 Management Ltd.

4 19. Individual Defendants object to these Interrogatories on the grounds that
5 Swan has failed to serve proper Section 2019.210 disclosures regarding the trade
6 secrets that are purportedly the subject of its claims. Under the Court’s standing
7 order and applicable law, discovery is thus premature and should not proceed.

8 **OBJECTIONS TO INSTRUCTIONS**

9 1. Individual Defendants object to the Instructions to the extent they seek
10 to impose burdens greater than those required by the Federal Rules of Civil
11 Procedure, the Federal Rules of Evidence, the United States District Court for the
12 Central District of California’s Local Rules, and/or any other applicable statutes,
13 rules, regulations or orders.

14 2. Individual Defendants object to Instruction No. 1, which provides for a
15 responsive timeframe of August 2, 2024, to the present (the “Relevant Period”), as
16 overbroad and unduly burdensome, and will respond as to the date of service of these
17 Responses.

18 3. Individual Defendants object to Instruction No. 5, which provides for a
19 continuing obligation to amend these Responses, as overbroad and unduly
20 burdensome, and will respond only as of the date of service of these Responses.

21 **OBJECTIONS TO DEFINITIONS**

22 1. Individual Defendants object to the definition of “Communication” as
23 overly broad, unduly burdensome, vague, ambiguous and unintelligible to the extent
24 it includes “whether or not the Communication was ever disclosed, sent, or
25 transmitted.” For purposes of responding to the Interrogatories, Individual
26 Defendants will exclude the portion noted above from the definition of
27 “Communications” in the Interrogatories, and interpret the otherwise overbroad
28 definition not to impose a burden beyond what is required by the Federal Rules of

1 Civil Procedure, the Federal Rules of Evidence, and the Local Civil Rules of the U.S.
2 District Court for the Central District of California.

3 2. Individual Defendants object to the definition of “Defendant” and
4 “Defendants” as overly broad, unduly burdensome, vague, ambiguous and
5 unintelligible to the extent that it includes the Individual Defendants’ “members,
6 employees, representatives, officers, directors, managers, agents, attorneys, assigns,
7 predecessors, affiliates, parents, subsidiaries, and any other entities or Persons acting
8 or purporting to act on their behalf.” For purposes of responding to the
9 Interrogatories, Individual Defendants will interpret “Defendant” and “Defendants”
10 as referring to the named Defendants.

11 3. Individual Defendants object to the definition of “Proton” as overly
12 broad, unduly burdensome, vague, ambiguous and unintelligible to the extent that it
13 includes “any of its members, employees, representatives, officers, directors,
14 managers, agents, attorneys, assigns, predecessors, affiliates, parents, subsidiaries,
15 and any other entities or Persons acting or purporting to act on its behalf.” For
16 purposes of responding to the Interrogatories, Individual Defendants will interpret
17 “Proton” as referring to Defendant Proton Management Ltd.

18 4. Individual Defendants object to the definition of “Individual
19 Defendants” as overly broad, unduly burdensome, vague, ambiguous and
20 unintelligible to the extent that it includes “any of their members, employees,
21 representatives, officers, directors, managers, agents, attorneys, assigns,
22 predecessors, affiliates, parents, subsidiaries, and any other entities or Persons acting
23 or purporting to act on their behalf.” For purposes of responding to the
24 Interrogatories, Individual Defendants will interpret “Individual Defendants” as
25 referring to the Individual Defendants.

26 5. Individual Defendants object to the definition of “Proton Agent” as
27 overly broad, unduly burdensome, vague, ambiguous and unintelligible to the extent
28 that it includes “any present or former officers, directors, employees, consultants,

1 agents, or other individuals or entities who have performed or are performing services
2 on behalf of Proton.” For purposes of responding to the Interrogatories, Individual
3 Defendants will interpret “Proton Agent” as referring to Defendant Proton
4 Management Ltd.

5 6. Individual Defendants object to the definition of “Elektron Energy” as
6 overly broad, unduly burdensome, vague, ambiguous and unintelligible to the extent
7 that it includes “any of its members, employees, representatives, officers, directors,
8 managers, agents, attorneys, assigns, predecessors, affiliates, parents, subsidiaries,
9 and any other entities or Persons acting or purporting to act on its behalf.” For
10 purposes of responding to the Interrogatories, Individual Defendants will interpret
11 “Elektron Energy” as referring to Elektron Management LLC.

12 7. Individual Defendants object to the definition of “Expenditure” as
13 overly broad, unduly burdensome, vague, ambiguous and unintelligible to the extent
14 that it includes “anything of value,” or a “ promise, or agreement to make an
15 expenditure.” For purposes of responding to the Interrogatories, Individual
16 Defendants will interpret “Expenditure” as “any purchase, payment, distribution,
17 loan, advance, deposit, [or] gift of money.”

18 8. Individual Defendants object to the definition of “Complaint” or
19 “Operative Complaint” as overly broad, unduly burdensome, vague, ambiguous and
20 unintelligible to the extent that it is defined as “the most recent complaint filed in this
21 Action.” For purposes of responding to the Interrogatories, Individual Defendants
22 will interpret “Complaint” or “Operative Complaint” as ECF. No. 101.

23 9. Individual Defendants object to the definition of “Ilios” as overly broad,
24 unduly burdensome, vague, ambiguous and unintelligible to the extent that it includes
25 “any of its members, employees, representatives, officers, directors, managers,
26 agents, attorneys, assigns, predecessors, affiliates, parents, subsidiaries, and any
27 other entities or Persons acting or purporting to act on its behalf.” For purposes of
28

1 responding to the Interrogatories, Individual Defendants will interpret “Ilios” as
2 referring to Defendant Ilios Corp.

3 10. Individual Defendants object to the definition of “You” as overly broad,
4 unduly burdensome, vague, ambiguous and unintelligible to the extent that it includes
5 “any of its [or their] members, employees, representatives, officers, directors,
6 managers, agents, attorneys, assigns, predecessors, affiliates, parents, subsidiaries,
7 and any other entities or Persons acting or purporting to act on its [or their] behalf.”
8 For purposes of responding to the Interrogatories, Individual Defendants will
9 interpret “You” as referring to each of the Individual Defendants, and each Individual
10 Defendant will be responding on behalf of himself or itself only.

11 11. Individual Defendants object to the definition of “Site” as overly broad,
12 unduly burdensome, vague, ambiguous and unintelligible to the extent that it is
13 defined as “physical or virtual infrastructure where computational resources are used
14 to perform Bitcoin mining operations.” For purposes of responding to the
15 Interrogatories, Individual Defendants will interpret “Site” as referring to a physical
16 place where the mining of bitcoin occurs via the use of specialized mining hardware
17 such as application-specific integrated circuits (“ASICs”).

18 12. Individual Defendants object to the definition of terms “relating to,”
19 “related to,” and “in connection with” as overly broad, unduly burdensome, vague,
20 ambiguous and unintelligible to the extent that it is defined as to “bring within the
21 scope of the [Interrogatories] any information and Document that . . . implicitly
22 comprises, evidences, embodies, constitutes, describes, responds to, reflects, was
23 reviewed in conjunction with, or was generated as a result of, the subject matter of
24 the request.” For purposes of responding to the Interrogatories, Individual
25 Defendants will interpret “relating to,” “related to,” and “in connection with” as
26 referring to “any extent, relating to, referring to, reflecting, and their variants and
27 shall be construed to bring within the scope of the [Interrogatories] any information
28 and Document that explicitly comprises, evidences, embodies, constitutes, describes,

1 responds to, reflects, was reviewed in conjunction with, or was generated as a result
2 of, the subject matter of the request.”

3 **SPECIFIC OBJECTIONS AND RESPONSES**

4 **INTERROGATORY NO. 1:**

5 From the time period beginning August 2, 2024 through present, identify all
6 Bitcoin wallets to which Proton has deposited mined Bitcoin and the amounts
7 deposited, including:

8 a) each wallet address to which mined Bitcoin has been deposited and the
9 individuals with access to or control over each wallet; and

10 b) the amount of Bitcoin deposited in each wallet, and when deposited.

11 For the avoidance of doubt, this includes the Bitcoin wallets referenced in paragraphs
12 183-185 of the Amended Complaint, as well as any Bitcoin wallets to which Proton
13 has redirected the proceeds from the wallets described in those paragraphs of the
14 Amended Complaint.

15 **RESPONSE TO INTERROGATORY NO. 1:**

16 In addition to the Preliminary Statement, General Objections, Objections to
17 Instructions, and Objections to Definitions, which the Individual Defendants
18 incorporate herein by reference, Individual Defendants object to this Interrogatory on
19 the grounds that it is overly broad, unduly burdensome, and vague and ambiguous,
20 including, but not limited to, the use of the undefined terms “deposited,” “mined
21 Bitcoin,” “access to or control over,” “redirected,” and “proceeds.”

22 Individual Defendants further object to this Interrogatory on the grounds that
23 it is overly broad, unduly burdensome, and vague and ambiguous, where the
24 allegations in the Complaint and Swan’s deficient Section 2019.210 disclosure do
25 not sufficiently allege what constitutes Swan’s alleged trade secrets or Swan’s
26 alleged Confidential Information, forcing Individual Defendants to speculate as to
27 the relevancy of any information sought.

1 Individual Defendants further object to this Interrogatory to the extent that it
2 seeks information that is not relevant to the claims and defenses in the action, or are
3 not proportional to the needs of the case.

4 Individual Defendants further object to this Interrogatory on the grounds that
5 this Interrogatory bears no relation to temporary injunctive relief in aid of arbitration,
6 the only potential form of discovery that may be allowed under the Consulting
7 Agreements in this Court, and that no arbitration is pending as to them. This
8 Interrogatory is accordingly overly broad, unduly burdensome, oppressive, and
9 beyond the proper scope of discovery.

10 Individual Defendants further object to this Interrogatory on the grounds that
11 it seeks information about Bitcoin wallets that Proton allegedly made deposits into,
12 and therefore calls for speculation on the part of the Individual Defendants.

13 Individual Defendants further object to this Interrogatory on the grounds that
14 it demands the production of confidential business, commercial, and/or other
15 sensitive information that is disproportionate to the needs of the case.

16 Individual Defendants also object to this Interrogatory to the extent it requires
17 disclosure of confidential third-party communications.

18 Individual Defendants further object to this Interrogatory to the extent it
19 requires a search of documents and electronic records in the Individual Defendants'
20 possession that is not limited by custodian or relevant search terms because it is not
21 reasonably particularized, is overbroad, and is disproportionate to the needs of the
22 case.

23 Individual Defendants also object to this Interrogatory to the extent that it
24 seeks information protected from disclosure by the attorney-client privilege, the
25 attorney work-product doctrine, the common interest privilege, or any other
26 applicable privilege, doctrine or protection.

27 **INTERROGATORY NO. 2:**

28 Identify all Sites at which Proton has mined Bitcoin, and for each Site, describe

1 on a weekly basis:

- 2 a) its location
- 3 b) number and type of ASICs deployed;
- 4 c) average hash rate;
- 5 d) downtime reports;
- 6 e) curtailment periods;
- 7 f) operational costs;
- 8 g) the amount of Bitcoin mined;
- 9 h) proceeds resulting from Bitcoin mining; and
- 10 i) all agreements with or relating to the Site including any
- 11 agreements or updates to agreements entered into since August 2,
- 12 2024.

13 **RESPONSE TO INTERROGATORY NO. 2:**

14 In addition to the Preliminary Statement, General Objections, Objections to
15 Instructions, and Objections to Definitions, which the Individual Defendants
16 incorporate herein by reference, Individual Defendants object to this Interrogatory on
17 the grounds that it is overly broad, unduly burdensome, and vague and ambiguous,
18 including, but not limited to, as to the term “Proton has mined,” and to the extent that
19 it seeks the information “for each site” listed in a-i of the Interrogatory, which are
20 undefined.

21 Individual Defendants further object to this Interrogatory on the grounds that
22 it is overly broad, unduly burdensome, and vague and ambiguous, where the
23 allegations in the Complaint and Swan’s deficient Section 2019.210 disclosure do
24 not sufficiently allege what constitutes Swan’s alleged trade secrets or Swan’s
25 alleged Confidential Information, forcing Individual Defendants to speculate as to
26 the relevancy of any information sought.

1 Individual Defendants further object to this Interrogatory to the extent that it
2 seeks information that is not relevant to the claims and defenses in the action, or are
3 not proportional to the needs of the case.

4 Individual Defendants further object to this Interrogatory on the grounds that
5 this Interrogatory bears no relation to temporary injunctive relief in aid of arbitration,
6 the only possible form of discovery that may be allowed under the Consulting
7 Agreements in this Court, and that no arbitration is pending as to them. This
8 Interrogatory is accordingly overly broad, unduly burdensome, oppressive, and
9 beyond the proper scope of discovery.

10 Individual Defendants further object to this Interrogatory on the grounds that
11 it seeks information about Sites that Proton has mined, and therefore calls for
12 speculation on the part of the Individual Defendants.

13 Individual Defendants further object to this Interrogatory on the grounds that
14 it demands the production of confidential business, commercial, and other sensitive
15 information that is disproportionate to the needs of the case.

16 Individual Defendants also object to this Interrogatory to the extent it requires
17 disclosure of confidential third-party communications.

18 Individual Defendants further object to this Interrogatory to the extent it
19 requires a search of documents and electronic records in the Individual Defendants'
20 possession that is not limited by custodian or relevant search terms because it is not
21 reasonably particularized, is overbroad, and is disproportionate to the needs of the
22 case.

23 Individual Defendants also object to the Interrogatory to the extent that it seeks
24 information protected from disclosure by the attorney-client privilege, the attorney
25 work-product doctrine, the common interest privilege, or any other applicable
26 privilege, doctrine or protection.

27 **INTERROGATORY NO. 3:**

28 Explain why [REDACTED, p. 7, ln. 27 - p. 8, lns. 1-4]

1 **RESPONSE TO INTERROGATORY NO. 3:**

2 In addition to the Preliminary Statement, General Objections, Objections to
3 Instructions, and Objections to Definitions, which the Individual Defendants
4 incorporate herein by reference, Individual Defendants object to this Interrogatory
5 because the substance of the Interrogatory remains redacted it, is not known to the
6 Individual Defendants and therefore cannot be responded to. Individual Defendants
7 reserve all rights to supplement this Response when or if the Interrogatory is shared
8 with them.

9 **INTERROGATORY NO. 4:**

10 Identify and describe any management or services relating to Bitcoin mining
11 that You have offered to any Person, including all agreements between You and each
12 such Person. For the avoidance of doubt, this interrogatory encompasses any
13 management or services relating to Bitcoin mining that Elektron Energy has offered
14 to any Person, as well as agreements between Elektron Energy and each such Person.

15 **RESPONSE TO INTERROGATORY NO. 4:**

16 In addition to the Preliminary Statement, General Objections, Objections to
17 Instructions, and Objections to Definitions, which the Individual Defendants
18 incorporate herein by reference, Individual Defendants object to this Interrogatory on
19 the grounds that it is overly broad, unduly burdensome, and vague and ambiguous,
20 including, but not limited to, the use of the undefined terms “management or services
21 relating to Bitcoin mining,” and “all agreements.”

22 Individual Defendants further object to this Interrogatory on the grounds that
23 it is overly broad, unduly burdensome, and vague and ambiguous, where the
24 allegations in the Complaint and Swan’s deficient Section 2019.210 disclosure do
25 not sufficiently allege what constitutes Swan’s alleged trade secrets or Swan’s
26 alleged Confidential Information, forcing Individual Defendants to speculate as to
27 the relevancy of any information sought.

1 Individual Defendants further object to this Interrogatory to the extent that it
2 seeks information that is not relevant to the claims and defenses in the action, or are
3 not proportional to the needs of the case.

4 Individual Defendants further object to this Interrogatory on the grounds that
5 no arbitration is pending and, therefore, this Interrogatory is premature, nor can
6 Individual Defendants assess whether this Interrogatory bears any relation to
7 temporary injunctive relief in aid of arbitration, the only form of discovery that may
8 be allowed under the Consulting Agreements in this Court. This Interrogatory is
9 accordingly overly broad, unduly burdensome, oppressive, and beyond the proper
10 scope of discovery.

11 Individual Defendants further object to this Interrogatory on the grounds that
12 it demands the production of confidential business, commercial, and other sensitive
13 information that is disproportionate to the needs of the case.

14 Individual Defendants also object to this Interrogatory to the extent it requires
15 disclosure of confidential third-party communications.

16 Individual Defendants further object to this Interrogatory to the extent it
17 requires the preparation of information that is already in the possession, custody, or
18 control of Swan, equally available to Swan, available from sources to which Swan
19 also has access, and/or obtainable from some other source that is more convenient,
20 less burdensome, or less expensive.

21 Individual Defendants also object to the Interrogatory to the extent that it seeks
22 information protected from disclosure by the attorney-client privilege, the attorney
23 work-product doctrine, the common interest privilege, or any other applicable
24 privilege, doctrine or protection.

25 **INTERROGATORY NO. 5:**

26 Describe Your relationship with Elektron Energy, including but not limited to
27 describing Your involvement in the formation of Elektron Energy, describing Your
28 involvement in the creation of Elektron-Energy.com, identifying any email addresses

1 associated with Elektron Energy that You maintain or control, and identifying any
2 GitHub accounts or repositories maintained by Elektron Energy that relate to Bitcoin
3 mining.

4 **RESPONSE TO INTERROGATORY NO. 5:**

5 In addition to the Preliminary Statement, General Objections, Objections to
6 Instructions, and Objections to Definitions, which the Individual Defendants
7 incorporate herein by reference, Individual Defendants object to this Interrogatory on
8 the grounds that it is overly broad, unduly burdensome, and vague and ambiguous,
9 including, but not limited to, the use of the undefined terms “relationship,”
10 “formation,” “creation,” and “maintain or control.”

11 Individual Defendants further object to this Interrogatory on the grounds that
12 it is overly broad, unduly burdensome, and vague and ambiguous, where the
13 allegations in the Complaint and Swan’s deficient Section 2019.210 disclosure do
14 not sufficiently allege what constitutes Swan’s alleged trade secrets or Swan’s
15 alleged Confidential Information, forcing Individual Defendants to speculate as to
16 the relevancy of any information sought.

17 Individual Defendants further object to this Interrogatory to the extent that it
18 seeks information that is not relevant to the claims and defenses in the action, or are
19 not proportional to the needs of the case.

20 Individual Defendants further object to this Interrogatory on the grounds that
21 no arbitration is pending and, therefore, the Interrogatory is premature, nor can
22 Individual Defendants assess whether the Request bears any relation to temporary
23 injunctive relief in aid of arbitration, the only potential form of discovery that may
24 be allowed under the Consulting Agreements. This Interrogatory is accordingly
25 overly broad, unduly burdensome, oppressive, and beyond the proper scope of
26 discovery.

1 Individual Defendants further object to this Interrogatory on the grounds that
2 it demands the production of confidential business, commercial, and/or other
3 sensitive information that is disproportionate to the needs of the case.

4 Individual Defendants also object to this Interrogatory to the extent it requires
5 disclosure of confidential third-party communications.

6 Individual Defendants further object to this Interrogatory to the extent it
7 requires a search of documents and electronic records in the Individual Defendants'
8 possession that is not limited by custodian or relevant search terms because it is not
9 reasonably particularized, is overbroad, and is disproportionate to the needs of the
10 case.

11 Individual Defendants further object to this Interrogatory to the extent it
12 requires the preparation of information that is already in the possession, custody, or
13 control of Swan, equally available to Swan, available from sources to which Swan
14 also has access, and/or obtainable from some other source that is more convenient,
15 less burdensome, or less expensive.

16 Individual Defendants object to this Interrogatory on the grounds that it is
17 overbroad and unduly burdensome in that it asks Individual Defendants to attempt to
18 locate information for the time period from August 2, 2024 to the present.

19 Individual Defendants also object to the Interrogatory to the extent that it seeks
20 information protected from disclosure by the attorney-client privilege, the attorney
21 work-product doctrine, the common interest privilege, or any other applicable
22 privilege, doctrine or protection.

23 Respectfully submitted,

24 Dated: March 17, 2025

25 By: /s/ Grant P. Fondo
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CERTIFICATE OF SERVICE

I, Nirav Bhardwaj, declare:

I am employed in the County of San Mateo, California. I am over the age of eighteen and not a party to this action. My business address is Goodwin Procter LLP, 601 Marshall Street, Redwood City, California, 94063.

On March 17, 2025, I served true copies of the following document exactly entitled:

- **INDIVIDUAL DEFENDANTS THOMAS PATRICK FURLONG, ILIOS CORP., MICHAEL ALEXANDER HOLMES, RAFAEL DIAS MONTELEONE, SANTHIRAN NAIDOO, ENRIQUE ROMUALDEZ, AND LUCAS VASCONCELOS'S OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANTS**

on the interested parties in this action, as follows:

VIA EMAIL TRANSMISSION:

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d/b/a SWAN BITCOIN

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28 I caused such document to be sent by email transmission to the parties indicated.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and that this declaration was executed on March 17, 2025, at Redwood City, California.

/s/ Nirav Bhardwaj
Nirav Bhardwaj